

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
PENNSYLVANIA

WINDBER HOSPITAL d/b/a CHAN SOON SHIONG MEDICAL CENTER, on behalf of himself and all others similarly situated	:	No: 3:20-cv-00080-KRG
	:	
	:	
	:	
Plaintiff,	:	COMPLAINT – CLASS ACTION
	:	
	:	
vs.	:	
	:	
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	:	JURY TRIAL DEMANDED
	:	
Defendant.	:	

**MOTION FOR SUMMARY JUDGMENT OF PLAINTIFF,
WINDBER HOSPITAL d/b/a CHAN SOON SHIONG MEDICAL CENTER**

1. The present action involves a claim seeking declaratory and injunctive relief in connection with the claims of the plaintiff, Windber Hospital d/b/a Chan Soon Shiong Medical Center (“Windber”), against the defendant, Travelers Property Casualty Company of America (“Travelers”), under a Deluxe Property Policy.

2. The requested declaratory and injunctive relief arises from the denial of coverage by Travelers to which Windber is entitled under the policy when there is a necessary suspension of operations by reason of the governmental orders issued in response to the COVID-19 Pandemic.

3. The plaintiff, Windber, brings this action individually as well as on behalf of a class of similarly situated citizens in the Commonwealth of Pennsylvania.

4. At all times material, there existed a Deluxe Property Policy issued by the defendant, Travelers, to the plaintiff, Windber, providing, *inter alia*, Business Income and Civil Authority coverages. A true and correct copy of the Travelers' Policy is attached to the Complaint as Exhibit "A".

5. As a result of the governmental orders issued in response to the COVID-19 Pandemic, the plaintiff, Windber, suffered a loss of use and damage to its business premises set forth more fully in the attached Memorandum of Law.

6. As a result of this loss of use and damage to its business premises, the plaintiff, Windber, is entitled to recover "continuing normal operating expenses" under the Travelers' Policy.

7. The plaintiff, Windber, made claim upon the defendant, Travelers, for this coverage under the Travelers' Policy.

8. The defendant, Travelers, denied the claims of the plaintiff, Windber, for coverage under the Deluxe Property Policy. A true and correct copy of the April 16, 2020 letter is attached to the Complaint as Exhibit "B".

9. The plaintiff, Windber, is entitled to coverage under the Travelers' Policy caused by the loss of use and damage to its premises resulting from the governmental orders issued in response to the COVID-19 Pandemic.

10. The denial and refusal to acknowledge coverage to the plaintiff, Windber, by the defendant, Travelers, is a material breach of the Travelers' Policy.

11. The plaintiff, Windber, is entitled to a declaration that it is entitled to Business Income and Civil Authority coverages under the Travelers' Policy for the "continuing normal operating expenses".

12. The defendant, Travelers, should be enjoined from continuing to deny and/or refuse to acknowledge coverage for the "continuing normal operating expenses" of Windber and members of the class.

13. There are no material issues of fact in connection with the resolution of the insurance coverage issues presented in this matter.

14. The plaintiff, Windber, respectfully requests that the Court enter Summary Judgment in its favor for the reasons more fully set forth in the attached Memorandum of Law.

WHEREFORE, the plaintiff, Windber Hospital d/b/a Chan Soon Shiong Medical Center, respectfully requests that the Court enter an Order:

(a) entering summary judgment in favor of the plaintiff, Windber Hospital d/b/a Chan Soon Shiong Medical Center, and against the defendant, Travelers Property Casualty Company of America;

(b) declaring that the plaintiff, Windber Hospital d/b/a Chan Soon Shiong Medical Center, is entitled to Business Income and Civil Authority coverages for "continuing normal operating expenses" under the Deluxe Property Policy issued by the defendant, Travelers Property Casualty Company of America;

(c) enjoining the defendant, Travelers Property Casualty Company of America, from continuing to deny claims for recovery of Business Income and Civil Authority coverages for "continuing normal operating expenses" to the plaintiff, Windber Hospital d/b/a Chan Soon Shiong Medical Center, and members of the class; and

(d) such other relief as the court deems appropriate.

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